

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-213846.3

DATE: April 16, 1984

MATTER OF: The Swanson Corporation

DIGEST:

1. Wage determinations providing for fringe benefits issued pursuant to the Service Contract Act adequately detail the pay formulas for fringe benefits.
2. Responsibility for administration and enforcement of the Service Contract Act is vested in the Department of Labor, not with GAO, and whether contract requirements are met is a matter of contract administration which is the function of the contracting agency.

The Swanson Corporation (Swanson) protests that invitation for bids (IFB) No. GS-11C-40004 issued by the General Services Administration's (GSA) regional office in Washington, D.C., and IFB No. GS-04B-83449 issued by GSA's regional office in Atlanta, Georgia (Atlanta IFB), for security guard services, failed to provide adequate pay formulas for holiday pay, health and welfare benefits, jury duty pay, and bereavement pay under the wage determinations issued pursuant to the Service Contract Act of 1965, as amended, 41 U.S.C. §§ 351-356 (1976).

We deny the protest.

The wage determinations included in both IFB's provide that there shall be 9 paid holidays per year for employees and that health and welfare benefits shall be paid at a specified rate. The wage determination in the Atlanta IFB also provides for jury duty pay equal to the loss of regular wages and for 3 days' paid bereavement leave in the event of death in the immediate family for full-time employees.

Swanson contends that, due to the inadequate detail for pay formulas for fringe benefits, bidders risk either submitting bids that are nonresponsive to the fringe benefits requirements or violating the Service Contract Act

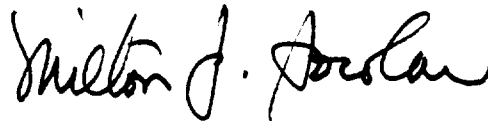
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as enforced by the Department of Labor once performance starts. Specifically, Swanson asserts that the wage determinations do not state the rate of holiday pay should an employee work on one of the 9 specified holidays. Swanson further argues that a statement on health and welfare benefits is needed to provide that the administration of these benefits is to be charged to the contractor. Finally, Swanson alleges that the wage determinations do not state whether jury duty pay and bereavement pay apply to all employees or only to those employees entitled to the benefits.

We believe that the wage determinations in both solicitations adequately informed bidders of the details of their obligations to pay fringe benefits under the Service Contract Act. Material provisions of this type incorporating by reference the Service Contract Act into a solicitation are legally binding. See AAA Desk Painters, Inc., B-203184, October 28, 1981, 81-2 CPD 356. Accordingly, we only require that a solicitation incorporating by reference the Service Contract Act include provisions applying that act and the regulations implemented thereunder to be legally sufficient. In this instance, the wage determinations were issued pursuant to 41 C.F.R. § 1-12.905-4 (1983) (implementing the Service Contract Act), concerning the use of minimum wage determinations and fringe benefit specifications.

Moreover, insofar as Swanson alleges that the inadequate detail of the pay formulas for fringe benefits in the wage determinations will lead to violations of the Service Contract Act, we have held that the responsibility for administration and enforcement of the Service Contract Act is vested in the Department of Labor, not with GAO, and whether contract requirements are met is a matter of contract administration which is the function of the contracting agency. See Ellsworth Street Associates, B-206859, June 21, 1982, 82-1 CPD 611.

The protest is denied.

for 
Comptroller General
of the United States